

EXHIBIT K57

ATTENTION
PLEASE NOTE

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

SEND ALL CLAIMS TO:
NATIONAL UNDERWRITING AGENCY, INC.
150 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

Declarations—Excess Umbrella Policy

SCU 956259

Policy Number

Renewal of No. SCU 955-978

Item 1. Named Insured: W. R. Grace & Company

Item 2. Address: 1114 Avenue of the Americas
New York, New York 10036

Item 3. Policy Period: From: June 30, 1982 To: June 30, 1983
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: \$4,750,000 each occurrence and/or in the aggregate part
of \$20,000,000 excess of \$5,000,000 excess of underlying.

Item 5. Premium: Advance: \$65,313. Annual Minimum: \$65,313
Rate: 23.7% of .0350 Premium Basis: per \$1,000 of sales

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured collects as a separate item and remit directly to a governmental division.

Countersignature Date August 10, 1982

Authorized Representative

T.V. 9810 A

ICC

GEC 027996

WRG Policies
06456

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

SCD 956-299

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
 - (b) Property Damage.
 - (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier	Limits
Underwriters at Lloyd's London & British Ins. Cos. (80%) Cover Note No. PY 107779	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
Transit Casualty Company UMB 950-239 (20%)	

2. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 5,000,000. ultimate net loss in respect of each occurrence, but

(b) \$ 5,000,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 4,750,000 part of \$20,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) \$ 4,750,000 part of \$20,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the insured.

08/10/82

T.V. 9812 A
BCC

GEC 027997

WRG Policies
06457

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

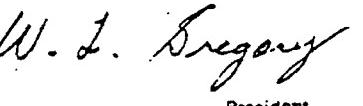
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



President

EXHIBIT K58

UNQUOTE

BROKER MARSH & McLANAN, INC. 1221 AVENUE OF THE AMERICAS NEW YORK, NEW YORK 10020	CODE NO.	LOC	KIND	POOL	COM. 10%
	VOL 4 TAB				

RENEWS

6431-5220



- GRANITE STATE INSURANCE COMPANY
 NEW HAMPSHIRE INSURANCE COMPANY

PACIFIC STARR of NEW YORK, INC.

UNDERWRITING MANAGERS

NEW YORK

DECLARATIONS

1. Assured: W. R. GRACE & CO., ET AL
 (AS MORE FULLY DESCRIBED IN THE UNDERLYING POLICY/IES)

Address: 1114 AVENUE OF THE AMERICAS
 NEW YORK, NEW YORK 10038

2. Policy Period: From JUNE 30, 1982 TO JUNE 30, 1983
 both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached.

3. Amount: \$ 4,000,000. PART OF
 \$20,000,000. EXCESS OF
 \$ 5,000,000. EXCESS OF UNDERLYING

4. Coverage: EXCESS UMBRELLA LIABILITY

5. Premium: A) Provisional or deposit premium \$ 55,000.00
 B) Minimum Premium \$ 55,000.00
 C) Basis of Adjustment (Rate) ANJ. \$.0350 PER 1,000.00 SALES
 D) Audit Period NONE
 E) Currency: U.S. Dollars

GEC 028005

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Darin E. Foy Secretary

Countersigned
1114 PSNY

JULY 6, 1982 ED/yn

WRG Policies
06465

Robert B. Johnson President
PACIFIC STARR OF NEW YORK, INC.
UNDERWRITING MANAGERS

02363

EXCESS UMBRELLA POLICY

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

SCHEDULE 13291

ITEM 1. NAMED ASSURED	W. R. GRACE & CO., ET AL
ITEM 2. Underlying Umbrella Policies:	UNDERWRITERS AT LLOYD'S, LONDON AND BRITISH COMPANIES
ITEM 3. Underlying Umbrella limits (Insuring Agreement II):	\$5,000,000.
ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement II):	\$5,000,000.
ITEM 5. Limit of Liability (Insuring Agreement III):	\$4,000,000. PART OF \$20,000,000.
ITEM 6. Aggregate Limit of Liability (Insuring Agreement II):	\$4,000,000. PART OF \$20,000,000.
ITEM 7. Notice of Occurrence (Conditions 4) to: Pacific Starr of New York, Inc. 99 John Street New York, New York 10038	

INSURING AGREEMENTS

COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law, or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured while acting in his capacity as such.

for damages, direct or consequential and expenses on account of:

- (i) Personal injuries, including death at any time resulting therefrom,
- (ii) Property damage,
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Schedule, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. 6482-5442

Issued to: W. R. GRACE & CO., ET AL

Dated: JULY 8, 1982

P-431-PSNY

GEC 028006

 GRANITE STATE INSURANCE COMPANY NEW HAMPSHIRE INSURANCE COMPANY

PACIFIC STARR OF NEW YORK, INC.

Underwriting Managers

By.....

WRG Policies
06466

E262A

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3
of the Declarations)

Ultimate net loss in respect of each occurrence, but

\$ (as stated in Item 4
of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5
of the Declarations)

ultimate net loss in all in respect of each occurrence subject to a limit

\$ (as stated in Item 6
of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately, in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY-

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Schedule shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph, and to all the other terms and conditions of this Policy, in the event that Personal Injury or Property Damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Assured for liability in respect to such Personal Injury or Property Damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE-

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Schedule prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of the Prior Insurance and Non Cumulation of Liability Condition of the Underlying Umbrella Policies.

3. CANCELLATION-

This Policy may be cancelled by the Named Assured or by the Company or their representative by mailing written notice to the

other party stating when, not less than thirty (30) days (ten (10) days for non-payment of premium) thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representative to the Named Assured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company or their representative shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company the Company shall retain pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or fails to return premium.

4. NOTICE OF OCCURRENCE-

Whenever the Assured has information from which they reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Schedule as soon as practicable provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claim.

5. OTHER INSURANCE-

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

EXHIBIT K59

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

SEND ALL CLAIMS TO:
NATIONAL UNDERWRITING AGENCY, INC.
150 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

Declarations—Excess Umbrella Policy XV.4

SCU 956535

Policy Number

Renewal of No. **SCU 956259**

Item 1. Named Insured: **W. R. Grace & Company**

1114 Avenue of the Americas

Item 2. Address: **New York, New York 10036**

Item 3. Policy Period: **From: June 30, 1983 To: June 30, 1984**
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: **\$4,750,000 each occurrence and/or in the aggregate part
of \$20,000,000 excess of \$5,000,000 excess underlying.**

Item 5. Premium: **Advance: \$71,250. Annual Minimum: \$71,250**

Rate: 23.75% of .0350 Premium Basis: per 1,000 sales

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **July 25, 1983**

Authorized Representative

T.V. 9810 A
bcc

GEC 028392

WRG Policies
06845

Richards Jr.

ST. LOUIS, MISSOURI
 (A stock insurance company, herein called the company)

SCU 965535

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for all sums which the insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier

Limits

**Underwriters at Lloyd's London &
 British Ins. Cos.
 (80%)**

Cover Note No. KY 017582

\$5,000,000 each occurrence and/or
 in the aggregate excess of primary

**Transit Casualty Company
 UMB 950239
 (20%)**

2. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$ 5,000,000.

ultimate net loss in respect of each occurrence, but

(b) \$ 5,000,000.

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the insured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) \$ 4,750,000 part of
 \$20,000,000

ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) \$ 4,750,000 part of
 \$20,000,000

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the insured.

07-23-83

T.V. 9812 A

MCC

GEC 028393

WRG Policies
 06846

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDs for the account of all INSUREDs; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDs. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

W. L. Gregory
President

WRG Policies
06853

GEC 028400

EXHIBIT K60

06/30/83 - 06/30/84
GRANITE STATE INSURANCE
POLICY NO.: 6483-5666
LIMIT: \$4M PART OF \$20M XS \$5M

GEC 028402

RENEWS

6482-5442

Members Of



VOL. XV, TABS

NUMBER

6483- 5666

- GRANITE STATE INSURANCE COMPANY
 NEW HAMPSHIRE INSURANCE COMPANY

PACIFIC STARR of NEW YORK, INC.
 UNDERWRITING MANAGERS
 NEW YORK

DECLARATIONS

1. Assured: W. R. GRACE & CO., ET AL
 (AS MORE FULLY DEFINED IN THE UNDERLYING POLICY/IES)
- Address: 1114 AVENUE OF THE AMERICAS
 NEW YORK, NEW YORK 10038
2. Policy Period: From JUNE 30, 1983 TO JUNE 30, 1984
 both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached.
3. Amount: \$ 4,000,000. PART OF
 \$20,000,000. EXCESS OF
 \$ 5,000,000. EXCESS OF UNDERLYING
4. Coverage: EXCESS UMBRELLA LIABILITY
5. Premium: A) Provisional or deposit premium \$ 60,000.00
 B) Minimum Premium \$ 60,000.00
 C) Basis of Adjustment (Rate) FLAT
 D) Audit Period NONE
 E) Currency: U.S. Dollars

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Dawn E. Fajin Secretary

Countersigned
1114 PSNY

AUGUST 2, 1983 JG/lp

Robert B. Sanborn President

PACIFIC STARR OF NEW YORK, INC.
 UNDERWRITING MANAGERS

S. L. [Signature]
 WRG Policies
 06855

ORIGINAL

GEC 028403

EXCESS UMBRELLA POLICY

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

SCHEDULE

ITEM 1. NAMED ASSURED	W. R. GRACE & CO., ET AL
ITEM 2. Underlying Umbrella Policies:	UNDERWRITERS AT LLOYDS, LONDON AND BRITISH COMPANIES
ITEM 3. Underlying Umbrella Limits (Insuring Agreement II):	\$5,000,000.
ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement II):	\$5,000,000.
ITEM 5. Limit of Liability (Insuring Agreement II):	\$4,000,000. PART OF \$20,000,000.
ITEM 6. Aggregate Limit of Liability (Insuring Agreement II):	\$4,000,000. PART OF \$20,000,000.
ITEM 7. Notice of Occurrence (Conditions 4) to:	Pacific Starr of New York, Inc. 99 JOHN STREET NEW YORK, NEW YORK 10038

INSURING AGREEMENTS

L COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law,
or
(b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured while acting in his capacity as such.

for damages, direct or consequential and expenses on account of:

- (i) Personal injuries, including death at any time resulting therefrom,
- (ii) Property damage,
- (iii) Advertising liability,

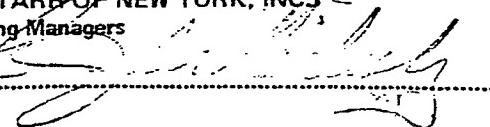
caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Schedule, (hereinafter called the "Underlying Umbrella Insurers").

WRG Policies
06856

GRANITE STATE INSURANCE COMPANY

NEW HAMPSHIRE INSURANCE COMPANY

PACIFIC STARR OF NEW YORK, INC.
Underwriting Managers

By..... 

Attached to and forming part of Policy No. 6483-5666

Issued to: W. R. GRACE & CO., ET AL

Dated: AUGUST 2, 1983

GEC 028404

P-431-PSNY

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3
of the Declarations)

Ultimate net loss in respect of each occurrence, but

\$ (as stated in Item 4
of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5
of the Declarations)

ultimate net loss in all in respect of each occurrence subject to a limit of in the aggregate for each annual period during the currency of this Policy separately, in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

\$ (as stated in Item 6
of the Declarations)

GEC 028405

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Schedule shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph, and to all the other terms and conditions of this Policy, in the event that Personal Injury or Property Damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Assured for liability in respect to such Personal Injury or Property Damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Schedule prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the termination of the Prior Insurance and Non Cumulation of Liability condition of the Underlying Umbrella Policies.

3. CANCELLATION.

This Policy may be cancelled by the Named Assured or by the Company or their representative by mailing written notice to the

other party stating when, not less than thirty (30) days (ten [10] days for non-payment of premium) thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representative to the Named Assured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company or their representative shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Schedule as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claim.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such Insurance.

WRG Policies
06857

EXHIBIT K61

63134

Vol 10-563



Named Insured

W.R. Grace & Co., Etal

Policy Symbol

XMO

Policy Number

01 72 04

Policy Period

6/30/84 to 6/30/85

Endorsement Number

5

Effective Date of Endorsement

6/30/84

Issued By (Name of Insurance Company)

Pacific Employers Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged for this policy it is agreed that
 in the event of cancellation for other than non-payment of premium,
 sixty (60) days notice will be sent to the Insured.

GEC 028785

6/14/85

Authorized Agent

CC-IE15 Pto. in U.S.A.

ORIGINAL

WRG Policies
07228

TOD 3
1176

PACIFIC EMPLOYERS INSURANCE COMPANY, LOS ANGELES, CALIFORNIA

EXCESS BLANKET CATASTROPHE
LIABILITY POLICY

DECLARATIONS

XMO 01 72 04

Named Insured W.R. GRACE & CO., ETAL AND/OR SUBSIDIARY, ASSOCIATED,
 AFFILIATED COMPANIES AND/OR ORGANIZATIONS OWNED, CONTROLLED
 AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED
 PLUS JOINT VENTURES AS EXPIRING
Address GRACE PLAZA, 1114 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK
 10036

Policy Period: From 6/30/84 to 6/30/85 12:01 A.M., standard time at the address
 of the Named Insured as stated herein.

Audit Period: Annual, unless otherwise stated 5.85% RATE ON GROSS SALES

Endorsements attached to policy at inception: Nuclear Energy Liability Exclusion

PEIC'S LIMIT OF LIABILITY:

ITEM 1. \$ 250,000.
ITEM 2. P/T/O 5,000,000.

LIMITS OF LIABILITY

arising out of any one occurrence because of personal injury,
 property damage or advertising injury or any combination thereof.

INSURED'S RETAINED LIMIT:

Underlying Insurance, or

ITEM 3. \$ 100,000.

arising out of all occurrences during each policy year because of
 the products hazard, or the completed operations hazard, or both combined.because of personal injury, property damage or advertising injury arising
 out of any one occurrence not within the terms of coverage of underlying
 insurance but within the terms of the coverage of this insurance.

PREMIUM COMPUTATION

Estimated

\$27,000.

Rate per	5.85% PER 100
GROSS SALES WHICH IS	100% OF 5,000,000.
LAYER PRICE	

 Total Advance
 Premium

\$27,000.00

MINIMUM PREMIUM \$ 10,000.

In the event of cancellation by the Named Insured, PEIC shall receive and retain not less than \$ 10,000.00 as the Minimum Premium.

8/1/84

Countersigned By

Authorized Agent

LD-6893 Ptd. in U.S.A.

WRG Policies
07229

GEC 028786

60130

4. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, PEIC may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of PEIC for ultimate net loss exceed the amount specified in the Limits of Liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against PEIC

No action shall lie against PEIC unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and PEIC. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join PEIC as a co-defendant in any action against the Insured to determine the Insured's liability, nor shall PEIC be impleaded by the Insured or his Legal Representative. Bankruptcy or insolvency of the Insured shall not relieve PEIC of any of its obligations hereunder.

6. Other Insurance

If collectible insurance with any insurer is available to the Insured covering a loss also covered hereunder, the insurance hereunder shall be in excess of, and not contribute with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over PEIC's limit of liability provided in this policy.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, PEIC shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, PEIC shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

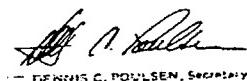
(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, PEIC shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, PEIC shall be subrogated to all the Insured's rights of recovery therefor against any person or organization; and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus PEIC's limit of liability hereunder shall be reimbursed first to the extent of actual payment. PEIC shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PEIC, it shall bear the expenses thereof.

IN WITNESS WHEREOF, the PACIFIC EMPLOYERS INSURANCE COMPANY has caused this policy to be signed by its President and a Secretary in Los Angeles, California, and countersigned on the Declarations page by a duly Authorized Agent of the Company.


— DENNIS C. POULSEN, Secretary

BERNARD A. BUGE, JR., President

WRG Policies
07233

GEC 028790